

INVITATION TO BID

Provision of Telephony Services for UN City
UNDP Common Services
Copenhagen, Denmark.



United Nations Development Programme
February, 2015

Section 1. Letter of Invitation

Copenhagen, Denmark
February 9, 2015

Provision of Telephony Services for UN City

Dear Mr./Ms.:

UNDP Common Services on behalf of all UN agencies would like to request/invite interested companies to submit their proposals to provide telephony services (Mobile and Landline) to the UNCITY.

The UN City in Copenhagen consists of two campuses: campus 1 on Marmorvej where around 1,000 staff members of eight UN agencies have their offices located at and Campus 2 on Oceanvej where UNICEF have its new and highly technologically advanced high bay warehouse and 350 staff are located at.

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Terms of Reference (TOR)
- Section 4 – Bid Submission Form
- Section 5 – Technical Bid Form
- Section 6 – Price Schedule Form

Your offer, comprising of a Technical Bid, Price Schedule and support documentation, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment email to UNDP to the following address:

United Nations Development Programme
juan.ageitos@undp.org and yulia.kurbatova@undp.org

The email should be received by UNDP no later than **13 February, 2015 COB**. The same email should advise whether your company intends to submit a Bid, and for which LOT or LOTS. If that is not the case, UNDP would appreciate your indicating the reason, for our records.


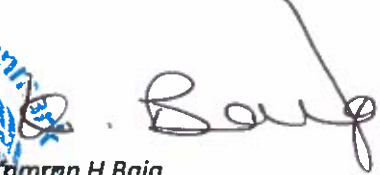
If you have received this ITB through a direct invitation by UNDP, transferring this invitation to another firm requires notifying UNDP accordingly.

Should you require any clarification, kindly communicate with the contact person identified in the

attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Kamran H Baig
Common Services manager
2/8/2015

Section 2: Instruction to Bidders

Definitions

- a) *"Bid"* refers to the Bidder's response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) *"Bidder"* refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.
- c) *"Contract"* refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) *"Country"* refers to the country indicated in the Data Sheet.
- e) *"Data Sheet"* refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) *"Day"* refers to calendar day.
- g) *"Goods"* refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.
- h) *"Government"* refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.
- i) *"Instructions to Bidders"* refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- j) *"ITB"* refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- k) *"LOI"* (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.
- l) *"Material Deviation"* refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- m) *"Services"* refers to the entire scope of tasks related or ancillary to the completion or delivery of

the goods required by UNDP under the ITB.

- n) *"Supplemental Information to the ITB"* refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP and other UN Agencies in this tender are under no obligation to award a contract to any Bidder as a result of this ITB.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

- 6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
- 6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.
8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

- Bid Submission Cover Letter Form (see ITB Section 4);
- Technical Bid, with supporting documentation (see ITB Section 5);
- Price Schedule, in Excel format (see ITB Section 6);

10. Clarification of Bid

- 10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the Data Sheet (DS no. 12) prior to the Bid submission date. Any request for clarification must be sent in writing via email to the UNDP address indicated in the Data Sheet (DS no. 13). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders who have provided confirmation of their intention to submit a Bid.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the ITB and through the method specified in the Data Sheet (DS No. 14).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

12. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the Data Sheet (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the Data Sheet, must be accompanied by a translation in the preferred language indicated in the Data Sheet. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.

15. Currencies

All prices shall be quoted in the currency indicated in the Data Sheet (DS no. 11). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

15.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

15.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per Data Sheet (DS no. 11), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

16. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

17. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

18. Validity Period

18.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 7), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 17). A Bid valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

D. SUBMISSION AND OPENING OF BID

19. Submission

19.1 The Technical Bid and the Financial Bid must be submitted by email in excel format. The email must have the following subject: "Provision of Telephony Services for UN City".

19.2 The email with the Technical Bid and Financial Bid must be sent to the following email addresses: psb.bidtender@undp.org. Please take into consideration the size limit per email is 10GB.

19.3 If needed, the Bidder can deliver several emails with the requested files for this case. In this case the Bidder must indicate which one is the last email delivered, and the total number of emails that have been sent to the mentioned email addresses.

19.4 Bidders must submit their Bid in the manner specified in the **Data Sheet** (DS nos. 18 and 19). The Bidder must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Bid is the actual date and time when the said Bid has physically arrived at the mentioned email address' inbox.

19.5 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the General Contract Terms and Conditions of UNDP, WHO and UNICEF for the LOTS referring to these agencies, as attached hereto as Annexes 1, 2 and 3.

20. Deadline for Submission of Bid and Late Bids

Bid must be received by UNDP at the email address and no later than the date and time specified in the **Data Sheet** (DS no. 17).

UNDP shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by UNDP after the deadline for submission of Bid shall be declared late, rejected, and returned to the Bidder.

21. Withdrawal, Substitution, and Modification of Bid

21.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

21.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission. The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

21.3 Bid requested to be withdrawn shall be returned unopened to the Bidders.

21.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

22. Bid Opening

UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. The specific electronic Bid opening procedures will be as specified in the Data Sheet (DS no. 20).

The Bidders' names, modifications, withdrawals, the number of files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submission, for which the Bid shall be returned unopened to the Bidder.

23. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bid and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

24. Preliminary Examination of Bids and Vendor Eligibility

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

In addition UNDP shall examine the Bid to confirm that all terms and conditions under the UNICEF and WHO General Terms and Conditions and Special Conditions (attached as Annexes 1, 2 and 3) have been accepted by the Bidder for the LOTS referring to these agencies.

25. Procedure

Evaluation of the bids will be done by lot and for all lots together. The present ITB is divided in FOUR LOTS. UNDP will assess the Bids by LOT and for all LOTS together:

LOT 1 – Landlines

LOT 2.1 – Mobile UNDP and UNOPS

LOT 2.2 – Mobile WHO

LOT 2.3 – Mobile UNICEF

UNDP plans to award one vendor for entire scope of the ITB (landlines and mobile), however UNDP reserves the right to make the award in LOTS, if that serves in the best interests of the participating agencies. As a result the tender might result in a maximum of 4 awarded bidders.

25.1 Technical Evaluation

The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to

the Terms of Reference and Technical Specifications and other documentation provided, applying the procedure indicated in the **Data Sheet** (DS No. 21). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

Technical Evaluation includes:

- 1) Assessment of the vendor qualification requirements, which will be evaluated on a pass/fail basis with a pass requirement of 100%. Non-compliant proposals will be deemed non-responsive and will not be eligible for further consideration.
- 2) Assessment of the bids according to the TOR set out in the ITB.

For the list of criteria and support documentation to be provided please refer to DS No. 23 and Section 5 of this ITB.

25.2 Financial Evaluation

The evaluation team shall assess the financial offers by lot and for all lots together, considering total cost of ownership over 5 years.

For the list of criteria and support documentation to be provided please refer to DS No. 23 and Section 6 of this ITB.

Financial evaluation will be based on Section 6 only. This list is based on the current pattern for selected countries and services:

1. Landlines
2. Data roaming
3. Voice roaming
4. International calls
5. Installation costs

In addition to Section 6 fully filled, Bidders shall provide the full list prices of the services they offer in Excel format. This list will not be part of the evaluation; however it will be part of the contract. There shall not be any discrepancies between prices in Section 6 and full list of prices.

25.3 Post-qualification

UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.28), may include, but need not be limited to, all or any combination of the following:

- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the bidder,

- or any other entity that may have done business with the bidder;
- d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
- e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
- f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

26. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

27. Responsiveness of Bid

UNDP's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

28. Nonconformities, Reparable Errors and Omissions

28.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

28.2 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

28.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

28.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT

The present ITB is divided in FOUR LOTS. UNDP will assess the Bids by LOT and for all LOTS together.

UNDP plans to award one vendor for entire scope of the ITB (landlines and mobile), however UNDP reserves the right to make the award in LOTS, if that serves in the best interests of the participating agencies. As a result the tender might result in a maximum of 4 awarded bidders.

The selected company/companies will have to sign a specific contract with the following UN Agencies:

- UNDP for LOT 1 (for UNDP lines, as per TOR) and for LOT 2.1
- WHO for LOT 2.2
- UNICEF for LOT 1 (for UNICEF lines, as per TOR) and LOT 2.3

General Terms and conditions of each agency will be applied for each contract.

29. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

29.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

29.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. See

http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/

30. Award Criteria

Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Term of Reference

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(TOR), and has offered the lowest price (See DS No. 21) for the LOT being evaluated.

31. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

32. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

33. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:
<http://www.undp.org/procurement/protest.shtml>

Instructions to Bidders

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Provision of Telephony Services for UN City
2		Title of Goods/Services/Work Required:	Provision of Telephony Services for UN City
3		Country	Denmark
4	C.13	Language of the Bid	<input checked="" type="checkbox"/> English. However the name of the countries to be provided in Sections 5 and 6 must be in Danish
5	C.17	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input checked="" type="checkbox"/> Not allowed. Only completed offers per LOTS will be considered.
6	C.17	Conditions for Submitting Alternative Bid	<input checked="" type="checkbox"/> Shall not be considered
7	C.18.1	Period of Bid Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
8		Bid Security	<input checked="" type="checkbox"/> Not Required
9		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
10		Performance Security	<input checked="" type="checkbox"/> Not Required
11	C.15 C.15.2	Preferred Currency of Bid and Method for Currency conversion	<input checked="" type="checkbox"/> Local Currency (DKK) <i>Reference date for determining UN Operational Exchange Rate : 5th March 2015</i>

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12	B.10.1	Deadline for submitting requests for clarifications/questions	Friday 20 th February COB
13	B.10.1	Contact Details for submitting clarifications/questions ¹	Focal Person in UNDP: Juan Ageitos and Yulia Kurbatova Email address: juan.ageitos@undp.org and yulia.kurbatova@undp.org
14	B.11.1	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Bidders by email
15		No. of original and copies of Bid that must be submitted	Original: 1
16	D.19.2	Bid submission email address	psb.bidtender@undp.org
17	C.18.1 D.20	Deadline of Bid Submission	Date and Time : March 5, 2015 12:00 PM
18	D.19.4	Manner of Submitting Bid	<input checked="" type="checkbox"/> Electronic submission of Bid by email
19	D.19.4	Conditions and Procedures for electronic submission and opening, if allowed	The Bid <u>must be submitted</u> by email The email containing the Bid must have the following subject: "Provision of Telephony Services for UN City". Please take into consideration the size limit per email is 10GB. If needed, the Bidder can deliver several emails with the requested files for this case. In this case the Bidder must indicate which one is the last email delivered, and the total number of emails that have been sent to the mentioned email addresses.
20	D.22	Date, time and venue for opening of Bid	Date and Time: March 5, 2015 3:00 PM Venue: UN City. Marmorvej 51. 2100, Copenhagen

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			In the case the Bidder wants to assist to the Bid Opening, please send an email to juan.ageitos@undp.org and yulia.kurbatova@undp.org latest by 27 th February COB, indicating the names and email addresses of people attending.
21	E.25.2 F.30	Evaluation method to be used in selecting the most responsive (awarded) Bid	<p><input checked="" type="checkbox"/> Non-Discretionary "Pass/Fail" Criteria on the Technical Requirements; and</p> <p><input checked="" type="checkbox"/> Lowest price offer of technically qualified/responsive Bid, by LOT and for all LOTS together.</p> <p>The evaluation team shall assess the financial offers by lot and for all lots together, considering total cost of ownership over 5 years.</p> <p>Financial evaluation will be based on Section 6 only. This list is based on the current pattern for selected countries and services:</p> <ol style="list-style-type: none"> 1. Landlines 2. Data roaming 3. Voice roaming 4. International calls 5. Installation costs <p>UNDP plans to award one vendor for entire scope of the ITB (landlines and mobile), however UNDP reserves the right to make the award in LOTS, if that serves in the best interests of the participating agencies. As a result the tender might result in a maximum of 4 awarded bidders.</p>
22	C.14	Pre-Qualification of Bidders - Required Documents that must be Submitted	Section 4 dully filled and signed
23	E.25.1 E.25.2	Technical Bid - List of Documents to be Submitted to Establish Technical Qualification of Bidders	<p>Section 5 to be filled.</p> <p>Documents to be submitted:</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business</p> <p><input checked="" type="checkbox"/> Proof of authorization to provide the services in the Danish market</p> <p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed</p>

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			<p>fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being offered</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years</p> <p><input checked="" type="checkbox"/> Credit report (D&B or equivalent)</p> <p><input checked="" type="checkbox"/> List of 10 top clients and their turn-over in 2014</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of turn-over the past year, with contact details for reference check</p> <p><input checked="" type="checkbox"/> Explanation on billing system and capabilities</p> <p><input checked="" type="checkbox"/> Explanation and details on Reporting System</p> <p><input checked="" type="checkbox"/> Implementation plan, timeline and personnel involved at each stage during the process</p> <p><input checked="" type="checkbox"/> CVs for key personal proposed for this project</p> <p><input checked="" type="checkbox"/> List of all countries, indicating for which the bidder can provide roaming services, and in which cases they can but the service will be of poor quality</p> <p><input checked="" type="checkbox"/> Risks / Mitigation Measures, describing the potential risks for the implementation of this project</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p>
24		Financial Bid - List of Documents to be Submitted	<p>Section 6 to be filled and provided in Excel format.</p> <p>Documents to be submitted:</p> <p><input checked="" type="checkbox"/> Annex to Bid: file with complete list of countries and prices offered by the company for the LOT or LOTS they bid for, in Excel format.</p>
25		Latest Expected date for commencement of Contract	<i>April 13, 2015</i>
26		Maximum Expected duration of contract	2 years with possibility of 1 extension for 3 more years
27		UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One or More Bidders</p> <p>UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time</p>

			prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.
28	E.25.3	Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;

Section 3: Terms of Reference

1- Introduction and background

The UN City in Copenhagen consists of two campuses: campus 1 on Marmorvej where around 1,000 staff members of eight UN agencies have their offices located at, and Campus 2 on Oceanvej where UNICEF has its new and highly technologically advanced high bay warehouse and 350 staff located.

UNDP Common Services on behalf of all UN agencies would like to request/invite interested companies to submit their proposals to provide telephony services (Mobile and Landline) to the UNCITY.

2- Description of Service:

- **LOT 1: Telephony – Landlines**

	ISDN30	ISDN30 (10 channels)	ISDN kaldenummer	Direct nrs x1000	CLIP SA a-nr Visning flexISDN
UNDP	8	1	2	3	2

	ISDN30	ISDN2	Analog lines
UNICEF	1	13	3

Common Technical Requirements for All Agencies
Flat rate
Unlimited calls to all national (DK) numbers
Caller ID masquerading, CLIP SA
Mirroring of numbers across geographical separated locations
Tariffs tables to be used in UN City internal phone billing system, PhonEX ONE
Tariffs rates/minute for International calls (all countries)
Number range 4533 5000-7999 (for both Campuses)

NA

• **LOTS 2.1, 2.2 & 2.3: Telephony – Mobile**

Agency	OFFICIAL		PRIVATE		Total Agency
	Voice	Data only	Voice	Data only	
UNDP	121	15	22 *	2 *	160
UNOPS	73	13	187	10	283
WHO	113	36	0	0	149
UNICEF	138	20	273	16	447
Total	445	84	482	28	1039

*Private subscriptions for UNDP will not be part of UNDP contract and have to be managed by contractor separately.

Technical Requirements for All Mobile LOTS	
Mobile phone subscriptions	Data only subscriptions
Flat rate subscription	Flat rate data only subscription
- Unlimited calls to all national (DK) numbers	- Unlimited (at least 15GB) data offered through both 3G and 4G
- Unlimited SMS/MMS to all national (DK) numbers	- Optional dongle
- Unlimited data (at least 15GB) offered through both 3G and 4G	
Tariffs rates/minute for International calls (all countries)	
Common Requirement	
Ability to create multiple sub-entities/accounts under each contract, with separate billing, and capability to offer optional invoicing by email pr. sub-entity	
Billing to agency, with distinct (itemized to categories) separation of costs pr. Subscription, with the discounted rate for each call.	
Access to online tool for role-based lookup of subscription details, changing of optional add-on products, invoice access, generation of detailed call logs, cancellation of subscriptions etc.	
Provisioning of blank SIM cards to agencies, for fast activation	
Ability to send group SMS to all subscriptions within an agency, and across all agencies, from web interface or similar	
Configuration of roaming data/cost limits of 400 DKK on subscriptions. An SMS must be sent when the amount is reached, informing the subscriber and allowing approval for another 400 DKK in responding the SMS.	
OPTIONAL REQUIREMENT*: Data roaming flat rate for all countries.	

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(*This is not a mandatory requirement, no bidder will be disqualified if this is not provided)
Specific requirement for LOT 2.1 – UNDP
1- Mobile Devices on leasing or loan basis (Iphone 5 or Samsung equivalent)
Specific requirement for LOT 2.2 – WHO
1- Blackberry support based on BlackBerry server express version 5.03.41, for the following devices: BB9790, BB9780, BB9900, BB9700
Specific requirement for LOT 2.3 – UNICEF
1- Mobile Devices on leasing or loan basis (Iphone 5 or Samsung equivalent)

3- Contract

As stated in section “F” the present ITB is divided in FOUR lots that will be evaluated and awarded independently. As a result the tender can result in a maximum of 4 awarded bidders.

The selected company/companies will have to sign a specific contract with the following UN Agencies:

- UNDP for LOTS 1 & 2.1
- WHO for LOT 2.2
- UNICEF for LOT 2.3

Other UN agencies present in Copenhagen may piggy-back on one of these contracts, and the selected supplier should be able to set them up similarly (and independently), under the same contractual framework and terms and conditions.

4- Prices

The prices offered by the Awarded Bidder will be reduced accordingly with the market trends.

5- Reporting

Awarded Bidders will have to provide periodic reports to UNDP, WHO and UNICEF. Said reports will be provided quarterly and will include, at least:

- For mobile lines: for each of the following categories a list with the total number of calls, total duration in minutes/ usage of kb and total amount invoiced per country.
 - o International voice
 - o International SMS
 - o Roaming Data
 - o Roaming Voice (from)
 - o Roaming Voice (to)
 - o Roaming SMS

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- For landlines: Usage (number of calls and minutes) for:
 - o Landline to landline
 - o Landline to mobile
 - o Landline to International

In addition, for landline to international a list with the total number of calls, total duration in minutes and total amount invoiced per country.

6- Customer Service

A single point of contact with vendor must be provided for easy service requests.

Section 4: Bid Submission Form²

(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)

Insert: Location

Insert: Date

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to supply the goods and related services required for [insert: title of goods and services required as per ITB] in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- a) All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB, as well as the General Terms and Conditions of WHO's and UNICEF's Standard Contract for the LOTS corresponding to these agencies.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Bid is accepted, to initiate the supply of goods and provision of related services not later than the date indicated in the Data Sheet.

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[Please mark this letter with your corporate seal, if available]
